

**GELLER DECLARATION**

**EXHIBIT 24**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

FLO & EDDIE, INC., a	)	
California corporation,	)	
individually and on behalf	)	
of all others similarly	)	
situated,	)	Case No.
	)	1:13-CV
Plaintiffs,	)	23182-KMM
	)	
vs.	)	
	)	
SIRIUS XM RADIO, INC., a	)	
Delaware corporation; and	)	
DOES 1 through 10,	)	
	)	
Defendants.	)	
-----	)	

VIDEOTAPED DEPOSITION OF

DAVID FREAR

New York, New York

Wednesday, March 12, 2014

Reported by:

TAMI H. TAKAHASHI, RPR, CSR

Ref: 11451B

1 Frear

2 label.

3 There's no agreement that I've ever  
4 seen or that I've ever been made aware of  
5 that calls for a payment in respect of  
6 pre-1972 recordings.

7 Q. Okay. My question was not what do  
8 the labels do, my question is what does  
9 SiriusXM do.

10 Does SiriusXM pay a royalty with  
11 respect to any pre-1972 recordings?

12 A. I don't believe so, no.

13 Q. Has SiriusXM ever paid an advance  
14 in connection with the exploitation of any  
15 pre-1972 recordings?

16 A. No.

17 Q. And the reason that SiriusXM has  
18 never paid an advance or paid a royalty with  
19 respect to pre-1972 recordings is because  
20 SiriusXM does not believe that it has to pay  
21 anything to exploit pre-1972 recordings,  
22 correct?

23 A. Your question is very broad. I  
24 don't know what you mean by "exploit pre-1972  
25 recordings."